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WESTERN RANGE ASSOCIATION

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CIRILO UCHARIMA ALVARADO, on Behalf
Of Himself and All Others Similarly Situated,

Plaintiff,

vs.

Case No. 3:22-cv-00249-MMD-CLB

**WESTERN RANGE ASSOCIATION'S
ANSWER TO THE FIRST AMENDED
COMPLAINT**

WESTERN RANGE ASSOCIATION, a California
Non-profit corporation; ELLISON RANCHING
COMPANY, a Nevada corporation; JOHN ESPIL
SHEEP CO., INC., a Nevada corporation; F.I.M.
CORP., a Nevada Corporation; THE LITTLE
PARIS SHEEP COMPANY, LLC, a Nevada
Limited Liability Company; BORDA LAND &
SHEEP COMPANY, LLC, a Nevada Limited
Liability Company; HOLLAND RANCH, LLC,
a Nevada Limited Liability Company; NEED
MORE SHEEP CO., LLC, a Nevada Limited
Liability Company; and FAULKNER LAND AND
LIVESTOCK COMPANY, INC., an Idaho
Corporation.

Defendant WESTERN RANGE ASSOCIATION (Western Range) by and through its attorneys ELLEN
JEAN WINOGRAD and JOSE TAFOYA of WOODBURN and WEDGE, and for its Answer to the First
Amended Complaint (FAC) on file herein, admits, denies, alleges and avers as follows:

I JURISDICTION AND VENUE

1. Responding to paragraph 1 of Plaintiff's FAC, Defendant Western Range is without information or knowledge sufficient to form a belief as to the allegations contained therein and therefore denies said allegations.

2. Responding to paragraphs 2 and 3 of Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

II INTRODUCTORY STATEMENT

3. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in Plaintiff's FAC in paragraphs 1 through 3.

4. Responding to paragraphs 4 and 9 of Plaintiff's FAC, Defendant Western Range is without information or knowledge sufficient to form a belief as to the allegations contained therein and therefore denies said allegations.

5. Responding to paragraphs 5, 7, 8, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21 and 22 of Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

6. Responding to paragraph 6 of Plaintiff's FAC, Defendant Western Range admits sheep production employs numerous employees within the United States. Defendant Western Range denies the remaining allegations contained therein.

7. Responding to paragraph 11 of Plaintiff's FAC, Defendant Western Range admits that wage floors are set by the Department of Labor (DOL). Defendant Western Range denies the remaining allegations contained therein.

8. Responding to paragraph 14 of Plaintiff's FAC, Defendant Western Range admits that some or all foreign sheepherders sign contracts, if required by the DOL. Defendant Western Range denies the remaining allegations contained therein.

III PARTIES

A. Plaintiff

9. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in Plaintiff's FAC in paragraphs 1 through 22.

1 10. Responding to paragraph 23 of Plaintiff's FAC, Defendant Western Range admits the allegations
2 contained therein.

3 11. Responding to paragraph 24 of Plaintiff's FAC, Defendant Western Range admits that Plaintiff was a
4 Peruvian citizen when he came to the United States on a non-immigrant temporary H-2A Visa to work as a
5 range livestock employee for the Little Paris Ranch. Defendant Western Range denies that plaintiff was
6 "domiciled" in Nevada. Defendant Western Range is without information or knowledge sufficient to form a
7 belief as to the remaining allegations contained therein and therefore denies said allegations.

8 12. Responding to paragraph 25 of Plaintiff's FAC, Defendant Western Range is without information or
9 knowledge sufficient to form a belief as to the allegations contained therein and therefore denies said
10 allegations.

11 **B. Defendants**

12 13. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
13 Plaintiff's FAC in paragraphs 1 through 25.

14 14. Responding to paragraph 26 of Plaintiff's FAC, Defendant Western Range admits that Defendant
15 Western Range Association is a California non-profit corporation. Defendant Western Range denies the
16 remaining allegations contained therein.

17 15. Responding to paragraphs 27, 28, 29, 30, 31, 32 and 33 of Plaintiff's FAC, Defendant Western
18 Range is without information or knowledge sufficient to form a belief as to the allegations contained therein
19 and therefore denies said allegations.

20 16. Responding to paragraph 34 of Plaintiff's FAC, Defendant Western Range admits that Defendant
21 Faulkner is an Idaho Corporation. Defendant Western Range denies the remaining allegations contained
22 therein.

23 **IV STATEMENT OF FACTS**

24 **A. "Regulatory Scheme Governing Importation of Foreign Shepherd"**

25 17. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
26 Plaintiff's FAC in paragraphs 1 through 34.

27 18. Responding to paragraphs 35, 36, 38 and 43 of Plaintiff's FAC, Defendant Western Range admits
28 the allegations contained therein.

1 19. Responding to paragraphs 37, 39, 40, 41 and 48 of Plaintiff's FAC, Defendant Western Range is
2 without information or knowledge sufficient to form a belief as to the allegations contained therein and
3 therefore denies said allegations.

4 20. Responding to paragraphs 42, 45 and 46 of Plaintiff's FAC, Defendant Western Range denies the
5 allegations contained therein.

6 21. Responding to paragraph 44 of Plaintiff's FAC, Defendant Western Range admits that the DOL
7 implemented special procedures for sheep herding and goat herding H-2A labor. Defendant Western Range
8 is without information or knowledge sufficient to form a belief as to the remaining allegations contained
9 therein and therefore denies said allegations.

10 22. Responding to paragraph 47 of Plaintiff's FAC, Defendant Western Range admits that DOL
11 regulations do not preclude offering higher wages, if offered to domestic workers. Defendant Western Range
12 denies the remaining allegations contained therein.

13 **B. "Shepherders like Plaintiff Ucharima Alvarado Come to the United States Seeking Fair**
14 **Compensation for their Skilled Work, But are Exploited and Harmed by Defendant's Anti**
15 **Competitive Scheme"**

16 23. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
17 Plaintiff's FAC in paragraphs 1 through 48.

18 24. Responding to paragraph 49 of Plaintiff's FAC, Defendant Western Range admits that Plaintiff was
19 initially in the United States on an H-2A Visa and is without information or knowledge sufficient to form a
20 belief as to the remaining allegations contained therein and therefore denies said allegations.

21 25. Responding to paragraph 50 of Plaintiff's FAC, Defendant Western Range is without information or
22 knowledge sufficient to form a belief as to the allegations contained therein and therefore denies said
23 allegations.

24 26. Responding to paragraph 51 of Plaintiff's FAC, Defendant Western Range denies that Plaintiff
25 applied to work with Western Range Association and is without information or knowledge sufficient to form a
26 belief as to the remaining allegations contained therein and therefore denies said allegations.

27 27. Responding to paragraph 52 of Plaintiff's FAC, Defendant Western Range denies there was "poor
28 treatment" on the Little Ranch. Defendant Western Range is without information or knowledge sufficient to
form a belief as to what Plaintiff "learned" and denies the remaining allegations contained therein.

28. Responding to paragraphs 53 and 54 of Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

C. "Allegations Regarding the WRA-Led Wage Suppression"

1. *"WRA, its Member Ranches, and their Collusive Relationship"*

29. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in Plaintiff's FAC in paragraphs 1 through 54.

30. Responding to paragraphs 55, 56, 57, 61, 62 and 63 of Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

31. Responding to paragraph 58 of Plaintiff's FAC, Defendant Western Range admits that Monica Youree was Executive Director of Western Range from 2017 to present. Defendant Western Range is without information or knowledge sufficient to form a belief as to the remaining allegations contained therein and therefore denies said allegations.

32. Responding to paragraph 59 of Plaintiff's FAC, Defendant Western Range admits that Defendant and its members do not share profits or losses and denies the remaining allegations contained therein.

33. Responding to paragraph 60 of Plaintiff's FAC, Defendant Western Range admits that there are regular membership meetings for educational and compliance presentations, often involving the DOL, various embassies and consulates. Defendant Western Range denies the remaining allegations contained therein.

2. *"Concerted Conduct to Fix Wages Offered to Domestic Shepherders, and thereby Ensure the Unavailability of Domestic Workers for Shepherding Jobs"*

34. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in Plaintiff's FAC in paragraphs 1 through 63.

35. Responding to paragraphs 64, 65, 66, 67, 68, 72, 73, 74, 76, 77, 78 and 80 of Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

36. Responding to paragraph 69 of Plaintiff's FAC, Defendant Western Range admits that some member employers have multiple worksites and denies the remaining allegations contained therein.

37. Responding to paragraph 70 of Plaintiff's FAC, Defendant Western Range admits that job orders may contain differing pay rates and denies the remaining allegations contained therein.

1 38. Responding to paragraph 71 of Plaintiff's FAC, Defendant Western Range admits that worksite
2 locations vary depending on, *inter alia*, season, weather and grazing rotation. Defendant Western Range is
3 without information or knowledge sufficient to form a belief as to the remaining allegations contained therein
4 and therefore denies said allegations.

5 39. Responding to paragraph 75 of Plaintiff's FAC, Defendant Western Range admits that wage terms
6 are disclosed to domestic workers and denies the remaining allegations contained therein.

7 40. Responding to paragraph 79 of Plaintiff's FAC, Defendant Western Range is informed that some
8 member ranches pay bonuses and denies the remaining allegations contained therein.

9 **3. "Concerted Conduct to Fix Wages Offered to Foreign Shepherders"**

10 41. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
11 Plaintiff's FAC in paragraphs 1 through 80.

12 42. Responding to paragraphs 81, 82, 83, 84, 86 and 87 of Plaintiff's FAC, Defendant Western Range
13 denies the allegations contained therein.

14 43. Responding to paragraph 85 of Plaintiff's FAC, Defendant Western Range admits that DOL releases
15 various H-2A statistics and denies the remaining allegations contained therein.

16 **4. "WRA Sets Shepherdder Wages"**

17 44. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
18 Plaintiff's First Amended Complaint in paragraphs 1 through 87.

19 45. Responding to paragraphs 88, 89, 90, 91, 92, 93, 94, 95, 96 and 97 of Plaintiff's FAC, Defendant
20 Western Range denies the allegations contained therein.

21 **5. "It is Irrational to Pay the Same Wages to Experienced and Inexperienced Shepherders,
22 Even Though Ranches Represent to DOL that All Shepherders Make the Same Wage
23 Regardless of Experience"**

24 46. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
25 Plaintiff's FAC in paragraphs 1 through 97.

26 47. Responding to paragraphs 98, 101, 103, 104, 105 and 106 of Plaintiff's FAC, Defendant Western
27 Range denies the allegations contained therein.

28 48. Responding to paragraph 99 of Plaintiff's FAC, Defendant Western Range admits shepherding
requires some skills. Defendant Western Range denies the remaining allegations contained therein.

1 49. Responding to paragraph 100 of Plaintiff's FAC, Defendant Western Range is without information or
2 knowledge sufficient to form a belief as to the allegations contained therein and therefore denies said
3 allegations.

4 50. Responding to paragraph 102 of Plaintiff's FAC, Defendant Western Range is without information or
5 knowledge sufficient to form a belief as to what is "tempting" and therefore denies all allegations contained
6 therein.

7 **6. "Revealing their Conscious Commitment to the Wage-Fixing Scheme, WRA Members**
8 **Illegally Pay Shepherders Higher Wages than They Offer to Domestic Workers"**

9 51. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
10 Plaintiff's FAC in paragraphs 1 through 106.

11 52. Responding to paragraph 107 of Plaintiff's FAC, Defendant Western Range admits that the quote is
12 taken in whole or in part from some version of 20 CFR § 655. Defendant Western Range is without
13 information or knowledge sufficient to form a belief as to the remaining allegations contained therein and
14 therefore denies said allegations.

15 53. Responding to paragraph 108 of Plaintiff's FAC, Defendant Western Range admits that the DOL
16 enforces its policies. Defendant Western Range is without information or knowledge sufficient to form a belief
17 as to the remaining allegations contained therein and therefore denies said allegations.

18 54. Responding to paragraph 109 of Plaintiff's FAC, Defendant Western Range admits the allegations
19 contained therein.

20 55. Responding to paragraphs 110, 111, 112 and 113 of Plaintiff's FAC, Defendant Western Range
21 denies the allegations contained therein.

22 **7. "Other Workers Performing the Same Work as H-2A Shepherders are Paid Significantly**
23 **More"**

24 56. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
25 Plaintiff's FAC in paragraphs 1 through 113.

26 57. Responding to paragraphs 114, 115 and 116 of Plaintiff's FAC, Defendant Western Range denies
27 the allegations contained therein.
28

1 **8. "DOL Sets Only the Minimum Wage, and Ranches are Free to Offer a Higher Wage"**

2 58. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in
3 Plaintiff's FAC in paragraphs 1 through 116.

4 59. Responding to paragraph 117 of Plaintiff's FAC, Defendant Western Range denies that the DOL has
5 an H-2A "minimum wage" and is without information or knowledge sufficient to form a belief as to the
6 remaining allegations contained therein and therefore denies said allegations.

7 60. Responding to paragraphs 118 and 119 of Plaintiff's FAC, Defendant Western Range is without
8 information or knowledge sufficient to form a belief as to the allegations contained therein and therefore
9 denies said allegations.

10 61. Responding to paragraph 120 of Plaintiff's FAC, Defendant Western Range admits that comments
11 were made in 2015 involving the proposed DOL regulations and the H-2A program. Defendant Western
12 Range is without information or knowledge sufficient to form a belief as to the remaining allegations
13 contained therein and therefore denies said allegations.

14 62. Responding to paragraphs 121 of Plaintiff's FAC, Defendant Western Range denies the allegations
15 contained therein.

16 **9. "Effects of the Anti-Competitive Conspiracy on DOL's Wage Determinations"**

17 63. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained
18 in Plaintiff's FAC in paragraphs 1 through 121.

19 64. Responding to paragraphs 122, 123, 124, 125 and 126 of Plaintiff's FAC, Defendant Western
20 Range denies the allegations contained therein.

21 **10. "The WRA's Market Allocation Scheme Contributes to Ongoing Depression of Wages"**

22 65. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained
23 in Plaintiff's FAC in paragraphs 1 through 126.

24 66. Responding to paragraphs 127, 128, 129, 130, 131, 132, 133, 135, 136 and 137 of Plaintiff's FAC,
25 Defendant Western Range denies the allegations contained therein.

26 67. Responding to paragraph 134 of Plaintiff's FAC, Defendant Western Range admits it requires
27 members to comply with DOL wage floors and requires them to pay no less than what the DOL sets as the
28 AEWR. Defendant Western Range denies that there is an "agreement" regarding wages and is without

1 information or knowledge sufficient to form a belief as to the remaining allegations contained therein and
2 therefore denies said allegations.

3 **11. "The Resulting Restraint of Trade and Antitrust Injuries"**

4 68. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained
5 in Plaintiff's FAC in paragraphs 1 through 137.

6 69. Responding to paragraphs 138, 139, 140, 141 and 142 of Plaintiff's FAC, Defendant Western
7 Range denies the allegations contained therein.

8 **C. Class Definition**

9 70. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained
10 in Plaintiff's FAC in paragraphs 1 through 142.

11 71. Responding to paragraphs 143, 144, 145, 146, 147, 148, 150, 151, 152, 153 and 154 of Plaintiff's
12 FAC, Defendant Western Range denies the allegations contained therein.

13 72. Responding to paragraph 149 of Plaintiff's FAC, Defendant Western Range is without information
14 or knowledge sufficient to form a belief as to the allegations contained therein and therefore denies said
15 allegations.

16 73. Responding to paragraph 155 of Plaintiff's FAC, Defendant Western Range denies that its records
17 will define the contours of a "class". Defendant Western Range is without information or knowledge
18 sufficient to form a belief as to the remaining allegations contained therein and therefore denies said
19 allegations.

20 **CAUSE OF ACTION**
21 **COUNT I: HORIZONTAL WAGE-FIXING AGREEMENT**
22 **(RESTRAINT OF TRADE, 15 U.S.C. §§ 1, ET SEQ.)**
Plaintiff and the Class

23 74. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained
24 in Plaintiff's FAC in paragraphs 1 through 156.

25 75. Responding to paragraph 157 of Plaintiff's FAC, Defendant Western Range admits Plaintiff makes
26 assertions. Defendant Western Range denies the content of allegations contained within the assertion.

27 76. Responding to paragraphs 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168 and 169 of
28 Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

COUNT II: HORIZONTAL MARKET ALLOCATION
(RESTRAINT OF TRADE, 15 U.S.C. §§ 1, ET SEQ.)
Plaintiff and the Class

77. Defendant Western Range repeats and realleges its responses to Plaintiff's allegations contained in Plaintiff's FAC in paragraphs 1 through 170.

78. Responding to paragraph 171 of Plaintiff's FAC, Defendant Western Range admits Plaintiff asserts that count and Defendant Western Range denies the allegations contained within the assertion.

79. Responding to paragraphs 172, 173, 174, 175, 176, 177, 178, 180, 181, 182, 183, 184, 185 and 186 of Plaintiff's FAC, Defendant Western Range denies the allegations contained therein.

80. Responding to paragraph 179 of Plaintiff's FAC, Defendant Western Range admits that WRA has meetings to educate and maximize member compliance. Defendant Western Range denies the remaining allegations contained therein.

AFFIRMATIVE DEFENSES

For its Affirmative defenses Defendant states and avers as follows:

1. The FAC and each purported cause of action therein, fail to state facts sufficient to constitute causes of action against this defendant.

2. Plaintiff and the putative class lack both common law standing, and antitrust standing, to bring the claims alleged against these Defendants.

3. The complaint and each purported cause of action therein is barred by the statute of limitations and/or laches to the extent that some or all putative class members/plaintiffs base their causes of action on alleged conduct occurring outside the applicable limitation periods.

4. To the extent that plaintiff and the putative class have suffered damages as alleged in the complaint, such damages were not proximately caused by defendant, but by the acts or omissions of plaintiff himself, or others, third parties and/or governmental agencies.

5. The FAC and each purported cause of action therein are barred because defendant's conduct was in furtherance of legitimate consumer and DOL interests.

6. The FAC and each purported cause of action therein are barred because defendant's conduct was consistent with legitimate business practices and lawfully compliant with regulatory requirements.

1 7. None of the damages or injuries alleged by plaintiff or the putative class, constitutes antitrust injury.
2 Further, none of the injuries claimed the type of antitrust laws that were intended to prevent; plaintiff is
3 therefore entitled to no relief under the antitrust laws.

4 8. Plaintiff and the putative class members approved, acquiesced to, or ratified the actions of which
5 plaintiff and the putative class members complain and therefore plaintiff is not entitled to relief in this action.

6 9. The FAC and each purported cause of action therein are barred by the doctrine of estoppel.

7 10. The FAC and each purported cause of action therein are barred by the doctrine of equitable
8 estoppel, as defendant reasonably relied upon state and federal agencies and these agencies' express and
9 implied approval of Defendant's H-2A policies, procedures and practices maintained by Defendant Western
10 Range.

11 11. The FAC and each purported cause of action therein are barred by plaintiff's own waiver of rights
12 and remedies.

13 12. Plaintiff is entitled to no relief for the conduct alleged because plaintiff and some or all of the putative
14 class members have participated in unlawful or other conduct related to their H-2A employment and
15 therefore have unclean hands.

16 13. Plaintiff and the putative class members failed to mitigate their alleged damages and are therefore
17 barred in whole or in part from recovering damages and interest. Plaintiff and the putative class members are
18 similarly barred from seeking equitable relief.

19 14. Plaintiffs are barred from recovering any equitable relief on the ground that remedies at law
20 adequately redress the wrongs and injuries alleged by plaintiff, if any have been sustained.

21 15. The causes of action in the FAC are barred because plaintiff and putative class members have not
22 sustained any damages.

23 16. Plaintiff is entitled to no relief since plaintiff and putative class members who voluntarily chose
24 employment are in pari delicto, having equally and voluntarily participated in the alleged misconduct.

25 17. Plaintiff is entitled to no relief for the conduct alleged because the agreements and/or expectations
26 upon which plaintiff's claims relied, were subject to the DOL and other government agencies, promulgation,
27 mandatory compliance with and enforcement.
28

1 18. Plaintiff is entitled to no relief for the conduct alleged because the damages claimed are speculative,
2 at best.

3 19. This Defendant's conduct complained of, was undertaken to comply with rules and regulations of
4 state and federal agencies and is therefore immune from liability.

5 20. The wage fixing violations alleged were lawfully set, mandated and enforced by state or federal
6 agency requirements, which Defendant Western Range complied with.

7 21. The alleged fixing of wage floors involved AEWRs set lawfully, in compliance with governmentally
8 mandated wage floors, in response to changing conditions over various times.

9 22. The applicability of the Statutes of Limitations and Laches require individualized determinations for
10 each putative class member, thereby precluding class-wide resolution.

11 23. Plaintiff's claims brought on behalf of himself and the putative class members, cannot and should not
12 be maintained on a class-action or representative action because plaintiff is not similarly situated with other
13 putative Plaintiffs, Plaintiff cannot fairly represent the interests of the putative claims members; the claims fail
14 to meet the necessary requirements for class certification, including, class ascertainability, typicality,
15 commonality, numerosity, manageability, superiority, and adequacy of the class representative. Further,
16 there is lack of a commonality of interest and issues between and among the putative class members.

17 24. Plaintiff's claims brought on his behalf and the putative class require individualized discovery and
18 determination as to each class member, thus precluding class wide determination.

19 25. Plaintiff's claims brought on behalf of himself and the putative class members, are barred, in whole
20 or in part, under the doctrines of waiver, ratification, acquiescence, fraud, accord and satisfaction, payment,
21 settlement, consent, release, and/or estoppel.

22 26. Defendant has no knowledge of, nor would it have had knowledge of, any alleged uncompensated
23 work by the Plaintiff or putative class members, and Defendant did not authorize, require, request, ratify, or
24 permit such activity to occur.

25 **PRAYER**

26 WHEREFORE, Defendant prays as follows:

- 27 1. That Plaintiff's Complaint be dismissed with prejudice;
28 2. That Plaintiff and the putative class take nothing by way of his Complaint;

CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2023, a true and correct copy of the foregoing was served electronically on persons requiring notice

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